

# **Exhibit 3**

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into as of July 8, 2015, by and between Litco LLC, a Delaware limited liability company ("Litco") and Arcanum (Asia) Limited, a Hong Kong corporation ("Arcanum"). Litco and Arcanum are collectively referred to herein as the "Parties" and each, a "Party".

WHEREAS, Arcanum and/or its affiliate entities have been engaged directly and/or through legal counsel or consultants by The Republic of Kazakhstan ("Kazakhstan"), The City of Almaty, Kazakhstan ("Almaty") and BTA Bank ("BTA") in connection with the recovery of allegedly misappropriated assets;

WHEREAS, Litco, Arcanum and others are party to that certain Confidential Assistance Agreement dated June 12, 2015 (the "Confidential Assistance Agreement") pursuant to which Litco would provide Arcanum and the other parties thereto with assistance in locating and recovering certain assets pursuant to the terms and conditions of the Confidential Assistance Agreement;

WHEREAS, Litco desires to keep the identities of its members, or other persons having ownership interests in it, confidential.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties hereto agree as follows:

1. Litco and Arcanum hereby agree that to the extent the identities of Litco's members, or other persons having ownership interests in Litco, are disclosed to Arcanum, such information shall be treated as confidential information (the "Confidential Information"). Notwithstanding the foregoing, the term "Confidential Information" shall not include information which (a) was in a Party's possession prior to disclosure by the other Party, (b) is independently developed by a Party, (c) becomes publicly available without violation of this Agreement or by any fault of any Party, (d) becomes lawfully available from a third party not known by the receiving party to be under an obligation of confidentiality to the disclosing Party, or (e) is approved for disclosure by prior written authorization of a Party.

2. Arcanum agrees that it will not at any time (i) discuss, disclose or otherwise transfer any Confidential Information to any person or entity, including, without limitation, Kazakhstan, Almaty and BTA and their respective counsel or (ii) proffer any member of, or other person having an ownership interest, in Litco to such counsel as a potential witness in any action contemplated by the Confidential Assistance Agreement, provided that Arcanum shall be permitted to discuss, distribute or otherwise transfer such Confidential Information to its affiliate entities, and their respective partners, officers, employees and counsel who, in each such case, have a specific need to know such Confidential Information and who have been advised of and agree to observe the obligations and restrictions provided in this Agreement.

3. The Parties agree to keep the terms of this Agreement confidential and not to disclose the terms of this Agreement to anyone except (1) as may be required by law or pursuant to legal process or subpoena or Court order; and (2) to enforce each Party's respective rights stated in this Agreement in a judicial proceeding. To the extent either Party is requested to disclose this

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Agreement pursuant to (1) above the disclosing party shall provide the non-disclosing party prompt notice prior to making any disclosure so that the non-disclosing party may seek an appropriate protective order. Arcanum will not disclose Confidential Information except as may be required by law or pursuant to legal process or subpoena or Court order. To the extent Arcanum is requested to disclose Confidential Information as so required, it shall provide Litco prompt notice prior to making any disclosure so that Litco party may seek an appropriate protective order. Notice shall be given in accordance with provisions of the Confidential Assistance Agreement. Arcanum shall take all reasonable steps to prevent unauthorized disclosure or use of the Confidential Information. Arcanum will be responsible for any unauthorized disclosure or misuse of the Confidential Information by its affiliate entities and their respective partners, officers, employees and counsel.

4. Arcanum agrees, upon the request of Litco, to return or destroy all documents and materials (including any permitted copies) containing Confidential Information, and to destroy or delete all documents and materials containing Confidential Information to the extent held by Arcanum in any electronic or other intangible form. The choice of whether to return or destroy shall be at the discretion of Arcanum. Notwithstanding the above, this Agreement shall not require Arcanum to return or destroy Confidential Material from (i) disaster recovery or business continuity backups, (ii) data stored in system-generated temporary folders or near-line storage, (iii) unstructured departed employee data, and/or (iv) material that is subject to legal hold obligations or commingled with other such material.

5. No waiver by either Party of any provision or any breach of this Agreement constitutes a waiver of any other provision or of any other breach of this Agreement, and no waiver shall be effective unless made in writing. The right of each Party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

6. In the event that any provision of this Agreement is determined to be invalid, unenforceable or illegal, then such provision shall be deemed to be superseded and this Agreement modified with a provision that most nearly corresponds to the intent of the parties and is valid, enforceable and legal.

7. Each Party agrees that monetary damages may not be a sufficient remedy for any threatened or actual breach of this Agreement. Therefore, in addition to monetary damages, each Party shall be entitled to seek other remedies at law, injunctive or other equitable relief and/or specific performance to remedy or prevent any threatened or actual breach of this Agreement.

8. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED, INTERPRETED AND ENFORCED ACCORDING TO, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS PROVISIONS THEREOF AND SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. Any judicial proceeding brought by or against either Party regarding any dispute arising out of this Agreement or any matter related hereto may be brought only in the state or federal courts located in the State of New York, County of New York, and by execution and delivery of this Agreement, each Party hereby irrevocably submits to the jurisdiction of such courts for such purpose. EACH PARTY HEREBY WAIVES ANY

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RIGHT IT MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY MATTER CONTESTED UNDER, OR ARISING OUT OF, THIS AGREEMENT.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute one agreement. It is understood and agreed that if facsimile copies of this Agreement bearing facsimile signatures are exchanged between the Parties, such copies shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding, and enforceable as if such signed facsimile copies were original documents bearing original signature.

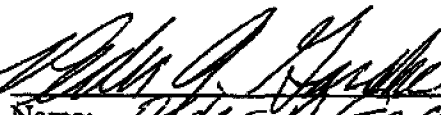
10. This Agreement constitutes the final and complete understanding and agreement between the Parties concerning the subject matter hereof and shall be binding on, and inure to the benefit of, the Parties and their respective successors and assigns. This Agreement may only be amended or modified by a further written agreement executed by an authorized representative of each Party hereto.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date first set forth above.

LITCO LLC

By:   
Name: KALSOM KAM  
Title: Director

ARCANUM (ASIA) LIMITED

By:   
Name: Peder A. Garske  
Title: Director

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